

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

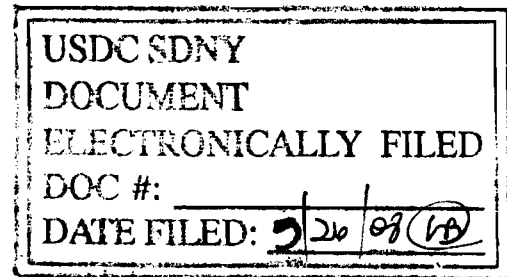
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-against-

BALLET THEATRE FOUNDATION, INC., a/k/a
American Ballet Theatre, American Ballet
Theatre Company, and ABT,

Defendant.



Civil Action No. 07 CIV 8598 (SHS)

CONSENT DECREE

This action was brought by the Equal Employment Opportunity Commission (EEOC) on October 4, 2007 pursuant to the Age Discrimination in Employment Act of 1967, as amended ("ADEA"). The EEOC alleges that Ballet Theatre Foundation, Inc. ("Defendant" or "ABT") ceased to employ Henry Nowak ("Nowak") because of his age. Nothing in this Decree shall be deemed an admission by ABT and ABT expressly denies any wrongdoing.

The parties desire to settle this action, and therefore stipulate and consent to the entry of this Decree as final and binding between the parties and their successors or assigns. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

GENERAL PROVISIONS

1. This Decree resolves all allegations raised in EEOC Charge Number 520-2006-00265 and in the complaint filed by EEOC in this action. This Decree in no way affects EEOC's right to process any other pending or future charges of discrimination that may be filed against ABT and to commence civil actions on any such charges as EEOC sees fit.

2. The Court has jurisdiction over the subject matter of this action and the parties to this action, venue is proper, and all administrative prerequisites have been met.

3. No party shall contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms or the right of EEOC to bring an enforcement action upon the breach of any of the terms of the Decree by ABT.

4. The parties desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which ABT may merge or with which it may consolidate. ABT will provide notice and a copy of this Decree to any successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which ABT may merge or with which it may consolidate.

MONETARY RELIEF

5. Within thirty (30) days after the entry of this Decree, ABT will pay to Nowak back pay in the amount of \$18,227, less applicable withholding, which shall be in full and final settlement of the EEOC's claims for damages. ABT will simultaneously

provide to the EEOC a copy of the check issued for the foregoing payment. ABT will provide a copy of the applicable IRS Form W-2 to the EEOC at the time such Form is issued to Nowak

INJUNCTIVE RELIEF

6. **Non-Discrimination.** ABT will not discriminate against any individual in violation of the ADEA.

7. **Non-Retaliation**

ABT will not retaliate against any individual for asserting rights under the ADEA, including but not limited to complaining about discrimination, opposing discrimination, filing a charge, providing assistance or evidence or testifying in the investigation or litigation of this or any other charge of discrimination, or for asserting her or his rights under the ADEA.

8. **Policies and Procedures**

a. ABT will distribute and maintain the Equal Employment Opportunity Policy annexed as Exhibit A that prohibits discrimination and retaliation and sets forth a complaint procedure, within ten (10) days after the entry of this Decree.

b. Defendant will distribute a copy of Exhibit A to all of its employees, accompanied by a memorandum from ABT's Executive Director expressing ABT's support for the policies, within ten (10) days after the entry of this Decree, and will distribute a copy of the written policies and procedures to all employees hired thereafter within five (5) days of the commencement of their employment.

c. ABT will distribute a copy of the brochure relating to its “800 number” complaint line to all of its employees within ten (10) days after the entry of this Decree.

d. ABT will propose the addition of a non-discrimination provision to its collective bargaining agreement with Local 802, Associated Musicians of Greater New York. Such a proposal will not include a provision that the sole remedy for an employee alleging discrimination is binding arbitration.

9. **Training**

a. ABT will provide two hours of anti-discrimination training, including training regarding retaliation, approved by the EEOC, within sixty (60) days after the entry of this decree and at least once per year during the term of this decree for all of its supervisory employees in its music department and all members of ABT’s Senior Staff.

b. Newly hired, transferred, and/or promoted music department managers will undergo such training within thirty (30) days of the date of hire or promotion to a management position.

c. The above-referenced training sessions will be conducted by Kauff McClain & McGuire LLP.

d. Attendance sheets or records containing, but not limited to, the dates of attendance, name of attendees, identity of instructor, and agendas for the training will be maintained at the location where each employee’s personnel file is kept.

10. **Postings**

a. Within ten (10) days after the entry of this Decree, ABT will conspicuously post and maintain in its offices and in all places where employee notices are posted, a copy of the Notice to All Employees, in the form and with the content specified in Exhibit B attached hereto.

b. ABT will continue to display the EEOC poster, as required by federal law, outlining all applicable EEO-laws at its office.

11. **Monitoring**

a. ABT will provide EEOC with a list of all complaints of age discrimination, either formal or informal, including a summary of the steps taken during the investigation, the results of the investigation, and any disciplinary action taken.

b. ABT will provide this summary every six months after the date of entry of this Decree.

c. ABT will forward to EEOC all attendance sheets or records containing, but not limited to, the dates of attendance, name of attendees, identity of instructor, and agendas for the training. ABT will provide this information every six (6) months after the date of entry of and during the term of this Decree.

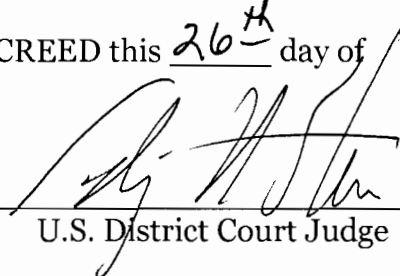
d. The EEOC may monitor ABT's compliance with this Decree through the unannounced inspection of ABT's premises, records and interviews with employees at reasonable times.

e. ABT will make available for inspection and copying any records reasonably related to any of these areas, upon notice by EEOC.

12. This Decree constitutes the complete understanding between EEOC and ABT. No other promises or agreements shall be binding unless agreed to in writing and signed by these parties.

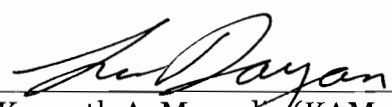
13. This Decree will remain in effect for three (3) years from the date of entry. Upon the entry of this Decree, the matter will be immediately closed, but the Court will retain jurisdiction to enforce this Decree.

SO ORDERED, ADJUDGED AND DECREED this 26th day of March, 2008.



U.S. District Court Judge

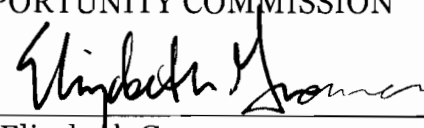
APPROVED IN FORM AND CONTENT:
FOR THE DEFENDANT

By: 
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Attorneys for Defendant
BALLET THEATRE FOUNDATION, INC.

FOR THE EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: 
Elizabeth Grossman
Regional Attorney

New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112
(212) 336-3704

Attorneys for Plaintiff
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

AMERICAN BALLET THEATRE
EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT FREE
WORKPLACE POLICY

OUR POLICY:

ABT prohibits discrimination against or harassment of applicants and employees on the basis of race, color, religion, age, gender, sexual orientation, pregnancy, national origin, disability, marital status, or other protected characteristics.

Discrimination or harassment in violation of this policy is considered a form of employee misconduct and will not be tolerated. Disciplinary action, up to and including termination of employment, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior but takes no action to end it is also subject to disciplinary action.

This policy applies to all employees. It covers discrimination and harassment by employees of ABT (including supervisors and management), as well as by members of the Board of Governing Trustees, patrons, vendors, or other third parties with whom ABT has business dealings. **No employee or representative of ABT is exempt from this policy.**

SEXUAL HARASSMENT:

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile or offensive working environment.

No employee or applicant may be subjected to unsolicited or unwelcome sexual overtures. Nor should any employee or applicant be led to believe that an employment opportunity or benefit would in any way depend upon "cooperation" of a sexual nature.

Sexual harassment is not limited to demands for sexual favors. It also may include actions such as: (1) sexually-oriented verbal "kidding," teasing," or jokes; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) physical contact or blocking movement.

Certain forms of physical contact, of course, are of the essence of the work of dancers. Touching that is part of and called for by the artistic endeavor does not implicate this policy. But under no circumstances may any employee or supervisor use this type of legitimate physical contact as a means of engaging in or disguising unwelcome or offensive touching.

Other prohibited forms of harassment include jokes, verbal abuse and epithets, degrading comments, the display of objects and pictures and other offensive conduct relating to an individual's personal characteristics noted above.

COMPLAINT PROCEDURE:

ABT encourages open communications among its employees, and anyone who believes that he or she being subjected to discriminatory or harassing behavior should feel free to tell the perpetrator that the conduct is unwelcome. Direct communication often provides the best method of putting an end to offensive behavior.

Any violation of this policy should also be promptly reported. Such reports may be made to Donya Hubby (Director of Company Management and Touring) or, if the employee prefers, to Rachel Moore (Executive Director), Rachel Pivnick (Chief Financial Officer), Peter Marshall (Company Physical Therapist), Mark Wainger (Chairman Human Resources Committee, on behalf of the Board of Governing Trustees), the employee's immediate supervisor, or any member of management. ABT will investigate the matter and take prompt and appropriate remedial action. In conducting its investigation, the complaint will be kept confidential to the maximum extent possible, consistent with ABT's responsibility for identifying and eliminating harassment.

ABT policy also prohibits all forms of retaliation against any employee for making a complaint under this policy or for providing information or answering questions during the investigation of a complaint. Retaliation or attempted retaliation against any employee who asserts a complaint of harassment or discrimination, or who participates in an investigation of a complaint, is a violation of this policy and will result in severe sanctions, up to and including termination of employment. A knowingly false complaint (that is, a complaint the employee knows to be untrue) is not protected by this policy.



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE TO ALL EMPLOYEES

This Notice is posted as part of a settlement entered into by Consent Decree between the U.S. Equal Employment Opportunity Commission (EEOC) and Ballet Theatre Foundation, Inc. a/k/a American Ballet Theatre, American Ballet Theatre Company, and ABT (ABT) in the case *EEOC v. Ballet Theatre Foundation, Inc. a/k/a American Ballet Theatre, American Ballet Theatre Company, and ABT* filed in the U.S. District Court for the Southern District of New York, Civil Action No. 07-8598. No determination was made by a Court regarding the merits of this action.

Federal law prohibits discrimination against an employee or an applicant for employment based on the age, race, color, national origin, religion, sex, or disability status of the employee or applicant. Federal law also prohibits retaliation against people who have complained of or opposed discrimination.

In the Consent Decree, ABT agreed to post this Notice, and ABT further agreed in the Consent Decree that ABT shall not discriminate against any individual in violation of the ADEA; shall not retaliate against individuals for engaging in protected activity under the ADEA; will provide anti-discrimination training to all of its supervisory employees in its music department and all members of ABT's Senior Staff; will maintain an Equal Employment Opportunity Policy that prohibits discrimination and retaliation; and will provide period reports to EEOC regarding any discrimination complaints made by employees. The Consent Decree also permits EEOC to monitor compliance with the Consent Decree.

If you have a complaint of employment discrimination or questions regarding laws prohibiting employment discrimination, you may contact ABT's Equal Employment Opportunity Officer, the Executive Director, or any supervisor or manager with whom you feel comfortable discussing the matter. You may also contact:

U.S. Equal Employment Opportunity Commission
33 Whitehall Street
New York, New York 10004-2112
Phone: 212-336-3630 or 800-669-4000
TTY (for persons with hearing impairments): 212-336-3622

***THIS IS AN OFFICIAL NOTICE AND MUST NOT BE CHANGED
IT MUST REMAIN POSTED UNTIL _____, 2011***